



WASHOE COUNTY

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STAFF REPORT BOARD MEETING DATE: May 12, 2015

DATE: April 16, 2015
TO: Board of County Commissioners
FROM: Kevin Schiller, Interim Director, Department of Social Services
785-8600 kschiller@washoecounty.us

THROUGH: John Slaughter, County Manager

SUBJECT: Award Bid #2928-15 for the Temporary Protection Order Program to the lowest, responsive, responsible bidder, the Committee to Aid Abused Women (CAAW), and authorize the Purchasing and Contracts Manager to execute and agreement with CAAW for a term of one (1) year commencing July 1, 2015 in the annual amount of \$74,000 with the provision for two (2) successive annual renewal options. (All Commission Districts)

SUMMARY

The Department of Social Services requests the Board award Bid #2928-15 for the Temporary Protection Order Program to the lowest, responsive, responsible bidder, Committee to Aid Abused Women (CAAW) for services commencing July 1, 2015 in the annual amount of \$74,000.

Strategic Objective supported by this item: Safe, Secure, and Healthy Communities

PREVIOUS ACTION

On September 25, 2012 the Board approved the bid and agreement for the Temporary Protection Order Project to CAAW in the annual amount of \$70,800 effective July 1, 2012 with an option to renew for two (2) successive annual renewals.

BACKGROUND

State statute requires counties to provide certain services to applicants and respondents for orders of protection against domestic violence. Under this agreement, services are provided in connection with orders for protection against domestic violence as detailed in NRS 33.017-33.100 inclusive. CAAW has provided these services since 1990.

AGENDA ITEM # 5D

Bidder Responding:

**The Committee to Aid Abused Women
1735 Vassar Street, Reno, NV 89502**

The Protection Order Project provides advocacy and legally-related services to victims of domestic violence and stalking who are seeking protection and related orders through the Family Divisions of the Second Judicial District Court. Project staff (4.0 FTE) and volunteers work together to offer direct services to applicants and indirect services to the community at large by providing educational and outreach opportunities. CAAW supports this program with funding from Washoe County as well as Federal and State funds and private donor sources.

On March 23, 2015 the Purchasing Office, on behalf of Social Services released Bid No. 2928-15 Temporary Protection Order Program for a term of one (1) year with the provision for two (2) successive annual renewal options.

Sealed proposals were opened in the Purchasing Office at 9:00 a.m. on Friday, April 10, 2015. One (1) proposal was received and it was found to be in good order. The RFP was duly advertised in the newspaper and through the services of DemandStar.com. Statewide organizations were notified of this RFP and requested to send the RFP out to their members.

FISCAL IMPACT

Funds for this expenditure are included in the Department's FY 15/16 budget in Cost Center 280210 – 710100 Professional Services. Funds are anticipated to be requested and approved for future fiscal years applicable to agreement renewals.

RECOMMENDATION

It is recommended that the Board award Bid #2928-15 for the Temporary Protection Order Program to the lowest, responsive, responsible bidder, the Committee to Aid Abused Women (CAAW), and authorize the Purchasing and Contracts Manager to execute and agreement with CAAW for a term of one (1) year commencing July 1, 2015 in the annual amount of \$74,000 with the provision for two (2) successive annual renewal options.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be "move to award Bid #2928-15 for the Temporary Protection Order Program to the lowest, responsive, responsible bidder, the Committee to Aid Abused Women (CAAW), and authorize the Purchasing and Contracts Manager to execute and agreement with CAAW for a term of one (1) year commencing July 1, 2015 in the annual amount of \$74,000 with the provision for two (2) successive annual renewal options".

AGREEMENT

THIS AGREEMENT is made between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, (County), and the COMMITTEE TO AID ABUSED WOMEN (CAAW or Organization).

WITNESSETH

WHEREAS, the County has determined there is a need in the community for certain services to fulfill the social, physical, psychological and medical needs of the people of Washoe County;

WHEREAS, the County has reviewed the services which can be provided by the Organization and has found that obtaining those services will be beneficial to fulfilling the needs of the people of Washoe County; and

WHEREAS, the County and the Organization desire to enter into a formal agreement setting forth their responsibilities and liabilities in regard to provision of such services.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is agreed by and between the parties as follows:

TERM

1. This Agreement shall be for a one year period commencing on July 1, 2015, and continuing through June 30, 2016, with two (2) possible one (1) year term extensions from July 1 through June 30 of the respective year at the discretion of the County and subject to negotiations and continued funding or until this Agreement is terminated pursuant to paragraphs 10 or 15 hereof, whichever date shall first occur. An extension and any terms to the contract must be in writing and signed by both parties.

OBLIGATIONS OF ORGANIZATION

2. Services. The Organization shall provide the following services to victims of domestic violence within Washoe County who have a demonstrable need for the services.
 - a. Provide trained protection order advocate(s) in the Protection Order Office between the hours of 8:00 am and 5:00 pm, Monday through Friday, excluding court holidays;
 - b. Conduct initial interviews of applicants seeking protective orders from the Second Judicial District Court, advising them of the remedies available, the process and what information is relevant;
 - c. Assist applicants in completing the necessary forms and applications, including affidavits and any other pleadings necessary to obtain a temporary or extended protection order;
 - d. Maintain accurate and adequate records of all applicant contacts and be prepared to offer, when requested by the applicant, such information to the court;
 - e. Develop and present training to court personnel, law enforcement agencies and other service agencies on the application procedures and enforcement guidelines pertaining to NRS 33.017 and 33.100;
 - f. Interface and provide information to other court personnel to ensure the victim receives the protection provided by NRS 33.010;
 - g. Advocate for the rights of domestic violence victims by ensuring that applications are processed in a timely manner, appropriate referrals for services are made, and appropriate follow-up is completed;
 - h. Recruit and train volunteers to assist in advocate roles; and

- i. Accompany applicants to appearances before the judge/master in chambers or open court to provide information and assistance as requested.

3. Quarterly Invoices/Reports; Annual Report. The Organization shall provide to the County at the end of each quarter during the term of this Agreement a written invoice/report in the form required by the County. Each invoice/report must specifically describe the services provided by the Organization pursuant to this Agreement during the preceding quarter and the amount of charges for those services. These requirements are set forth in Exhibit A, which is attached hereto and incorporated by reference.

The invoice/report must be submitted to the County no later than fifteen days after the end of each quarter and must be executed under penalty of perjury by an official of the Organization who is empowered by the Organization to enter into contracts on its behalf.

The Organization shall, no later than fifteen days after the end of each fiscal year this Agreement is in effect, provide to the County a written annual report which sets forth all services provided pursuant to this Agreement during the term of this Agreement.

The Organization shall, no later than 60 days after the end of this Agreement, provide to the County a final annual summary report which sets forth all services provided pursuant to this Agreement during the term of this Agreement.

Failure to timely submit any quarterly report or annual report in accordance with this paragraph is a material breach of this Agreement and is grounds for nonpayment of an invoice, in whole or in part, or cancellation of the entire Agreement as outlined in paragraphs 9 and 10.

4. Records. The Organization shall maintain in its principal office written records of all services provided pursuant to this Agreement. The records must specify

the type and duration of the services provided, the date and the name of the individual(s) providing the service, and the case record number and the name of the individual(s) receiving the service. If a recipient's identity or other information is confidential by law, this information must be kept in a separate but secure location in the Organization's office. The Organization agrees to allow the County to inspect all such records at any reasonable time without prior notice to the Organization.

5. Notification of Change of Executive Director. The Organization shall notify the County in writing of a change in Executive Director, and of the new Executive Director's name and telephone number. This includes an Acting Director, if any.

6. Indemnification/Hold Harmless. Washoe County has established specific indemnification and insurance requirements for agreements/contracts with nonprofit agencies to help ensure that reasonable insurance coverage is maintained. These requirements are set forth in Exhibit A, which is attached and incorporated by reference. Indemnification and hold harmless clauses are intended to ensure that these agencies accept and are able to pay for the loss or liability related to their activities. All conditions and requirements identified in Exhibit A shall be completed prior to any payment under this Agreement.

7. Discrimination. In connection with the performance of its obligations under this Agreement, the Organization shall not discriminate against any of its employees, agents or any person applying to the Organization for its services because of race, religion, color, sex, age, national origin, or disability.

OBLIGATIONS OF COUNTY

8. Review of Quarterly Invoices/Reports; Approval. The County shall timely review each invoice/report submitted by the Organization pursuant to paragraph 3 and shall approve or disapprove payment in full or in part within 30 days after it is received. If an invoice/report is approved in full, the County shall pay to the Organization an

amount in accordance with the provisions set forth in paragraph 9. If an invoice/report is approved in part, the County shall pay to the Organization the portion of the maximum amount set forth in paragraph 9, which represents the approved portions of the report, and the County shall have no obligation to pay the remainder unless it subsequently approves the disapproved portions of the report. The total payments made by the County to the Organization shall not exceed the maximum amount set forth in paragraph 9 of this Agreement.

The County will not unreasonably withhold approval of payment of invoices/reports, but valid reasons for withholding approval of payment of all or part of an invoice/ report include, but are not limited to an invoice's/report's lack of specificity regarding services provided, or lack of evidence supporting the claimed provision of services by the Organization. Approval by the County of all or part of payment of an invoice/report pursuant to this paragraph shall not be deemed to be a waiver of any right of the County to subsequently institute civil or criminal proceedings against the Organization or its officers, members, agents or employees.

9. Payment. During the term of this Agreement and subject to all terms and conditions of this Agreement, the County shall pay the Organization an amount not to exceed SEVENTY FOUR THOUSAND DOLLARS (\$74,000) annually. Payment shall be made in advance in quarterly installments of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500). The County may make payment of any portion of that amount only after the County has approved an invoice/report in accordance with paragraph 8, except that the first invoice may be a request for advance payment of three months and will not include a program report. Failure to comply with any term or condition of this Agreement is a material breach of this Agreement and is cause for the County to refuse to make any payment.

TERMINATION

10. The County or the Organization may terminate this Agreement with or without cause. Termination shall become effective fifteen days after actual service of a written Notice of Termination by either party upon the other party. Actual notice means receipt of a written Notice of Termination, the notice shall be deemed received three days after mailing by regular mail. The Notice must be served at the following addresses:

COUNTY: Washoe County Department of Social Services
P.O. Box 11130
Reno, NV 89520-0027

ORGANIZATION: Committee to Aid Abused Women
Attn: Executive Director
1735 Vassar Street
Reno, Nevada 89502

If a termination is made pursuant to this Agreement, a final invoice/report of the type described in paragraph 3 must be immediately prepared by the Organization within seven days after the effective date of the termination setting forth all goods or services provided by the Organization from the date of its last invoice/report to the effective date of the termination. After approval of the final invoice/report in the manner provided in paragraph 8, the County shall pay the Organization any amounts owed under paragraph 9 for services actually provided prior to the effective date of termination.

MISCELLANEOUS PROVISIONS

11. Independent Contractor. It is intended by the parties that the Organization perform its obligations as an independent contractor and not as an agency or employee of the County. The Organization is responsible for providing Industrial Insurance for its employees, withholding amounts of its employees' income tax and performing all other functions relative to its status as an independent contractor.

12. Assignment/Delegation. The rights and obligations of each party to this Agreement are not assignable. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement.

13. Waiver. A waiver of any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

14. Merger/Amendment. This Agreement, together with the attached Exhibit A, embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. This Agreement may be amended only by a document in writing executed by both parties with the same formality with which this Agreement was executed.

15. Funding Out Clause. In the event Washoe County fails to appropriate or budget funds for the purposes as specified in this Agreement, the Organization hereby agrees to terminate this Agreement. The County agrees to provide 30 days written notice to the Organization in the event this situation should occur, if circumstances permit. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

16. Authority. The person executing this Agreement on behalf of the Organization certifies that he/she has the power and authority to bind the Organization to the terms and conditions of this Agreement.

17. Compliance With Laws. The Organization agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

18. Governing Law and Venue. The laws of the State of Nevada shall govern this Agreement. All parties consent to the personal jurisdiction of the state court in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or

proceeding arising out of or in connection with this Agreement shall be Washoe County, Nevada.

19. Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

20. Limited Liability. County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

21. Certification. ORGANIZATION, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not, within a three year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any other offenses enumerated in (b) above;

- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understands that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

ORGANIZATION is required to inform COUNTY of any investigations of the agency or individual employees by any authority (e.g., State of Nevada).

**WASHOE COUNTY, by and through
its BOARD OF COUNTY COMMISSIONERS:**

By: _____
M.L. Sullens, C.P.M.
Purchasing & Contracts Manager

Date: _____

COMMITTEE TO AID ABUSED WOMEN

By: _____
Denise Yoxsimer
Executive Director

Date: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ___ day of _____ 2015, before me, the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, duly commissioned and sworn, personally appeared _____, known to me to be the _____ of _____, who executed the within Agreement and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein stated.

NOTARY PUBLIC

Exhibit A

SERVICE AGREEMENT WITH NONPROFIT AGENCY COMMITTEE TO AID ABUSED WOMEN (CAAW)

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$-0- per occurrence and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof; or
 - b. Terminate the Agreement.